



CITY OF LODI

COUNCIL COMMUNICATION

AGENDA TITLE: Renewal of General Liability Claim Administration
Service Agreement with Insurance Consulting Associates (ICA)

MEETING DATE: November 17, 1993

PREPARED BY: Assistant City Manager

RECOMMENDED ACTION: The City Council authorize the City to renew the consulting contract with Insurance Consulting Associates (ICA) for a three year term.

BACKGROUND INFORMATION: Insurance Consulting Associates has provided the City of Lodi with first rate service over the past three years. ICA's contract enumerates specific services which it must perform. ICA has delivered each one with speed and accuracy in a very professional manner. ICA has agreed to maintain its current rate structure with no increase whatsoever.

FUNDING: Operating budget.

Respectfully Submitted,

Jerry L. Glenn
Assistant City Manager

JLG:KJE:tp

Prepared by Kirk J. Evans
Administrative Assistant to the City Manager

Attachment

CCCOM001/TXTA.TLP/GL

APPROVED.

THOMAS A. PETERSON
City Manager



recycled paper



INSURANCE



CONSULTING



ASSOCIATES, INC.

P.O. BOX 750849 • PETALUMA, CA 94975-0849

PHONE: (707) 778-1118 • FAX (707) 778-8213

November 9, 1993

NOV 12 '93

City Manager's Office

CORPORATE
OFFICE:1125 North
McDowell
Boulevard
Petaluma
CA 94954
(707) 778-1118Kirk Evans
Assistant to the City Manager
City of Lodi
Call Box 3006
Lodi, CA 95241-1910BRANCH
OFFICE:4827 Geary
Boulevard
San Francisco
CA 94118
(415) 751-9801

Re: Contract for Liability Claims Administration Services

Dear Mr. Evans:

Attached are two copies of the new three year contract to provide liability claims administration services to the City of Lodi. I have already executed the contract on behalf of Insurance Consulting Associates, Inc. If it is acceptable, please have the document signed and return one copy to me. For your easy reference, I enclose a copy of the previous contract.

As you and I discussed, Insurance Consulting Associates, Inc. is very sensitive to the City's financial concerns. To that end, I point out that, although entitled to under the contract, we have not raised our hourly rate to the City in the four years we have served it. Our hourly fee of \$52.00 to include routine secretarial, office overhead and normal telephone usage is extremely competitive.

We consider it a privilege to serve the City of Lodi and we greatly appreciate your business. I have every confidence that the City will continue to receive the fine service it has come to expect from Insurance Consulting Association, Inc.

If I can be of additional assistance, please do not hesitate to call.

Very truly yours,


Daniel Blanquie
Executive Vice President
DAB/kh
enclosures

cc: Ron Blanquie



Risk Management

Claims Administration

Loss Control

License No. 0607524



**SELF-INSURED CLAIMS MANAGEMENT
AND GENERAL RISK MANAGEMENT
CONSULTING CONTRACT**

THIS CONTRACT is made and entered into this 20th day of December, 1993, by and between the CITY OF LODI, hereinafter referred to as the CITY, and INSURANCE CONSULTING ASSOCIATES, INC., hereinafter referred to as the CLAIMS ADMINISTRATOR.

INSURANCE CONSULTING ASSOCIATES, INC. is licensed in California to provide independent adjusting services. Its State License number is 0607524. It is a California Corporation with Home Office located at 1125 North McDowell Boulevard, Petaluma, CA 94954; Telephone number: 707/778-1118. The Corporate Officers are Ronald Blanquie, President, and Daniel A. Blanquie, Executive Vice President.

IT IS HEREBY AGREED by, and between the parties signing this Contract, as follows:

I. GENERAL

The CITY desires to have unified claims management and general risk management consulting services. INSURANCE CONSULTING ASSOCIATES, INC. is a Claims Management and Consulting firm experienced in providing the requested services and is ready and capable to perform such services for the CITY.

II. SERVICES

The CLAIMS ADMINISTRATOR will assist the CITY in the management of the CITY's liability claims program. The CITY will transmit promptly to the CLAIMS ADMINISTRATOR all verified claims which it receives and will notify the CLAIMS ADMINISTRATOR through Incident Reports of circumstances which it believes may give rise to future claims. The CLAIMS ADMINISTRATOR will perform no investigation of Incident Reports without the express request of the CITY. It will initiate prompt investigations and attempt to secure the cooperation and confidence of claimants and their attorneys. It will provide reports to the CITY with respect to issues of fact, damages, and liability. It will provide recommendations with respect to courses of action regarding settlement and/or defense. Utilizing settlement authority as provided by the CITY, it will negotiate with claimants and their attorneys with the goal of securing a mutually-acceptable resolution to any claim. It will attempt to resolve cases without litigation. If assignment of a case to defense counsel is necessary, it will make the assignment on behalf of the CITY utilizing counsel specified and approved in advance by the CITY. It will receive and review all expense billings related to pending cases and,

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III. DENIAL, COMPROMISE OR SETTLEMENT OF CLAIMS

Settlement authority will be obtained by the CLAIMS ADMINISTRATOR from the CITY or, in the event of an exposure piercing the CITY's self-insured retention, jointly from the CITY and its Excess Insurer. Absent specific instructions to the contrary from the CITY, the CLAIMS ADMINISTRATOR is authorized to incur on behalf of the CITY defense costs including, but not limited to attorney fees, court costs, charges for court reporters, experts, technical analyses and reviews, medical examinations, and related items as are necessary or appropriate in the judgment of the CLAIMS ADMINISTRATOR or defense counsel for the proper defense of any case.

IV. PAYMENT FOR SERVICES

The annual Computer Services fee for the first year of this Contract is \$3,000.00. That fee covers the cost of computer hardware, space on the system, and production of Loss Run Register, Graphic Summary, and Numeric Summary reports. The Fee is due in full at the inception of each year of the Contract, though, for the convenience of the CITY, payments of \$250.00 or one-twelfth of the annual fee, whichever is greater, may be made monthly toward any remaining balance.

There will be no charge for the time and attention necessary to review and respond by phone to Incident Reports not requiring investigation, adjustment, or contact with claimants, witnesses, or counsel.

All activities related to the handling of specific claims will be billed on a Time & Expense basis, as follows, for the first year:

Professional Services

Claims Management: *\$ 52.00 per hour

Risk Management and Loss Control Consulting: **\$ 75.00 per hour

- Based exclusively on time of investigative, supervisory, and management personnel. No additional charge, except as provided below, for routine secretarial, insurance, or office overhead or telephone.
- ** Although \$90.00 per hour is presently the current fee, this amount shall be reduced to \$75.00 per hour as long as claims administration is performed by INSURANCE CONSULTING ASSOCIATES INC.

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Local travel (billed from Fairfield)	\$.40 per mile
Photography	\$.30 per page
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Statement transcription	\$ 5.00 per page
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	Each additional page: 1.75
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Posting costs	(As incurred)
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Special computer services and reports	(As incurred)
Computer record searches	(As incurred)
Travel out of area	(As incurred)

- Applicable for claims management only. No set-up charge on consulting projects.

Subject to agreement by both parties, increases are authorized for the second and third years of this contract in an amount not to exceed 4% per year, plus a pro-rata share of any increase in liability insurance cost exceeding 25% of the previous year's premium. The CLAIMS ADMINISTRATOR shall submit Statements on a monthly basis showing an itemized break down by claim or by consulting activity. Billings are payable upon presentation, with any unpaid item being subject to a late charge of 1-1/2% per month imposed on the next billing cycle.

V. TERM

The term of this Contract shall be for a period of three (3) years beginning December 20, 1993, and terminating at mid-night, December 20, 1996. This contract may be terminated by either party for any reason upon sixty (60) days' written notice. The Contract may be renewed subject to renegotiation of terms and conditions by the parties hereto.

VI. INDEPENDENT CONTRACTOR

It is expressly agreed that the CLAIMS ADMINISTRATOR shall have the status of an Independent Contractor and shall not be deemed to be an officer, employee, or agent of the CITY.

VII. OWNERSHIP OF FILES

It is agreed that the claim files maintained in the CLAIMS ADMINISTRATOR's offices are the property of the CITY and may be reviewed upon reasonable notice. Upon termination of this Contract, possession of the files will be transferred to the CITY which will pay the reasonable costs of any activity associated with the transfer including, but not limited to, the cost of photocopying in whole or in part any and all claims files are required for the CLAIMS ADMINISTRATOR to be in compliance with any law pertaining to the maintenance of records by a licensed adjusting firm. The CLAIMS ADMINISTRATOR is authorized to destroy any claim file without notice to the CITY after seven years following the date of file closure.

VIII. MUTUAL HOLD HARMLESS AND INDEMNIFICATION

Each party hereto agrees to indemnify, hold harmless and defend the other, its officers, agents, and employees from and against any and all claims, demands, liability, costs and expenses of whatever nature, including court costs and counsel fees arising out of injury, death, or loss to any person or persons, or loss of, or physical damage to, any property resulting in any manner from the sole negligence or willful acts of the responsible party, its agents, employees, licensees, or guests in the making or arising out of the performance of this agreement.

In the event it is determined by settlement or litigation that there is a joint liability and/or responsibility of the parties for the settlement or judgment, the parties hereto agree that the responsibility for payment of such settlement or judgment shall be borne by the parties in proportion to the share of fault as determined by the court or jury in case of a judgment, and by agreement, or arbitration in the event

that agreement cannot be reached, in the case of a settlement. The parties further agree hereunder that in those cases described under this paragraph, each party shall bear its own costs and attorney fees.

IX. INSURANCE

The CLAIMS ADMINISTRATOR agrees to procure and maintain during the life of this contract and to provide evidence to the CITY that it carries General Liability, Non-Owned Automobile Liability, and Errors & Omissions insurance in an amount not less than \$1,000,000, plus statutory Workers Compensation coverages.

X. LIMITATION OF LIABILITY

It is agreed that the CLAIMS ADMINISTRATOR will provide services utilizing good faith efforts based upon its experience in claims management and consulting. The CLAIMS ADMINISTRATOR provides no warranty, express nor implied, that its services will result in any specific outcome for any case nor any reduction in the frequency, severity, or cost of any liability claims(s) nor any incidents giving rise to claims, no matter how caused.

XI. ARBITRATION

The CITY and the CLAIMS ADMINISTRATOR agree to submit any claims arising under this Contract to binding arbitration pursuant to the current provisions of the California Code of Civil Procedure and any successor statutes.

In the event of any claim between the parties hereto arising out of the terms and conditions of this agreement, the prevailing party, whether by way of arbitration or by judicial litigation, shall be entitled to reasonable attorney's fees and costs as determined either by the arbitrator or by a court of competent jurisdiction.

XII. RESPONSIBILITY FOR CLAIMS ADMINISTRATION FEES

It is agreed that the CITY is liable for payment for all services rendered in accord with this Contract. Should the self-insured retention, the deductible, or the annual aggregate applicable to a particular claim or policy year be exceeded, the CLAIMS ADMINISTRATOR's billings remain the responsibility of the CITY, and the CLAIMS ADMINISTRATOR is expressly authorized to continue all claims management activities which it deems to be appropriate until it receives from the CITY express written instructions to terminate any involvement in the claim or grouping of claims.

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The responsibility of the CLAIMS ADMINISTRATOR to provide any services terminates on the date that this Contract is terminated, whether or not that date is the scheduled date provided herein or is earlier or later. Should this Contract be terminated for any reason and should the parties agree that the CLAIMS ADMINISTRATOR will continue to handle any aspect of any claims or grouping of claims, charges for services so rendered will be billed at the rates then in effect as established by the CLAIMS ADMINISTRATOR.

CITY OF LODI

Date

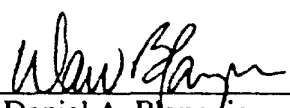
By: _____
Authorized Signature

Approved as to form:

City Attorney

INSURANCE CONSULTING ASSOCIATES, INC.

11-9-93
Date

By: 
Daniel A. Blangie
Executive Vice President

COPY

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AND GENERAL RISK MANAGEMENT
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Approved as to form:

CITY OF LODI

Bob W. McNatt
Bob W. McNatt, City Attorney

By: Thomas A. Peterson

Date

Authorized Signature

Thomas A. Peterson, City Manager

Attest:

Alice M. Reimche
Alice M. Reimche, City Clerk

INSURANCE CONSULTING ASSOCIATES, INC.

11-13-90
Date

By: Daniel A. Blanquie
Daniel A. Blanquie
Executive Vice President

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It is expressly agreed that the CLAIMS ADMINISTRATOR shall have the status of an Independent Contractor and shall not be deemed to be an officer, employee, or agent of the CITY.

VII. OWNERSHIP OF FILES

It is agreed that the claim files maintained in the CLAIMS ADMINISTRATOR's offices are the property of the CITY and may be reviewed upon reasonable notice. Upon termination of this Contract, possession of the files will be transferred to the CITY which will pay the reasonable costs of any activity associated with the transfer including, but not limited to, the cost of photocopying in whole or in part any and all claims files are required for the CLAIMS ADMINISTRATOR to be in compliance with any law pertaining to the maintenance of records by a licensed adjusting firm. The CLAIMS ADMINISTRATOR is authorized to destroy any claim file without notice to the CITY after seven years following the date of file closure.

VIII. MUTUAL HOLD HARMLESS AND INDEMNIFICATION

Each party hereto agrees to indemnify, hold harmless and defend the other, its officers, agents, and employees from and against any and all claims, demands, liability, costs and expenses of whatever nature, including court costs and counsel fees arising out of injury, death, or loss to any person or persons, or loss of, or physical damage to, any property resulting in any manner from the sole negligence or willful acts of the responsible party, its agents, employees, licensees, or guests in the making or arising out of the performance of this agreement.

In the event it is determined by settlement or litigation that there is a joint liability and/or responsibility of the parties for the settlement or judgment, the parties hereto agree that the responsibility for payment of such settlement or judgment shall be borne by the parties in proportion to the share of fault as determined by the court or jury in case of a judgment, and by agreement, or arbitration in the event

that agreement cannot be reached, in the case of a settlement. The parties further agree hereunder that in those cases described under this paragraph, each party shall bear its own costs and attorney fees.

IX. INSURANCE

The CLAIMS ADMINISTRATOR agrees to procure and maintain during the life of this contract and to provide evidence to the CITY that it carries General Liability, Non-Owned Automobile Liability, and Errors & Omissions insurance in an amount not less than \$1,000,000, plus statutory Workers Compensation coverages.

X. LIMITATION OF LIABILITY

It is agreed that the CLAIMS ADMINISTRATOR will provide services utilizing good faith efforts based upon its experience in claims management and consulting. The CLAIMS ADMINISTRATOR provides no warranty, express nor implied, that its services will result in any specific outcome for any case nor any reduction in the frequency, severity, or cost of any liability claims(s) nor any incidents giving rise to claims, no matter how caused.

XI. ARBITRATION

The CITY and the CLAIMS ADMINISTRATOR agree to submit any claims arising under this Contract to binding arbitration pursuant to the current provisions of the California Code of Civil Procedure and any successor statutes.

In the event of any claim between the parties hereto arising out of the terms and conditions of this agreement, the prevailing party, whether by way of arbitration or by judicial litigation, shall be entitled to reasonable attorney's fees and costs as determined either by the arbitrator or by a court of competent jurisdiction.

XII. RESPONSIBILITY FOR CLAIMS ADMINISTRATION FEES

It is agreed that the CITY is liable for payment for all services rendered in accord with this Contract. Should the self-insured retention, the deductible, or the annual aggregate applicable to a particular claim or policy year be exceeded, the CLAIMS ADMINISTRATOR's billings remain the responsibility of the CITY, and the CLAIMS ADMINISTRATOR is expressly authorized to continue all claims management activities which it deems to be appropriate until it receives from the CITY express written instructions to terminate any involvement in the claim or grouping of claims.

XIII. TERMINATION OF SERVICES

The responsibility of the CLAIMS ADMINISTRATOR to provide any services terminates on the date that this Contract is terminated, whether or not that date is the scheduled date provided herein or is earlier or later. Should this Contract be terminated for any reason and should the parties agree that the CLAIMS ADMINISTRATOR will continue to handle any aspect of any claims or grouping of claims, charges for services so rendered will be billed at the rates then in effect as established by the CLAIMS ADMINISTRATOR.

CITY OF LODI

12/1/93
Date

By: Thomas A. Peterson
Authorized Signature
Thomas A. Peterson
City Manager

Approved as to form:

Attest: Jennifer M. Perrin
Jennifer M. Perrin
City Clerk

Ed Ulett
City Attorney

INSURANCE CONSULTING ASSOCIATES, INC.

11-9-93
Date

By: Daniel A. Blaque
Daniel A. Blaque
Executive Vice President